

PERIODIC RELEASE AND WAIVER OF CLAIMS

Project Description: _____

Total Payments Received from Pillar Homes LLC, for work covering the month of _____, 20__
Is \$ _____.

The Undersigned Subcontractor (hereinafter "Subcontractor") and/or Supplier (hereinafter "Supplier") acknowledges receipt of the amount set forth above as payments received for the period indicated and waives and releases any claim, mechanic's lien and claim of lien which it may now have upon the land and improvements described above in the Project Description, or against Pillar Homes LLC, or the Project Owner, arising out of or relating to Subcontractor's/Supplier's work pursued and materials supplied through, and including, the period indicated above. The Subcontractor/Supplier warrants that it has not and will not assign any claims for payment or right to perfect a lien against such land and improvements and warrants that it has the right to execute this waiver and release, contingent upon receiving said payment.

The Subcontractor/Supplier does hereby warrant and certify that it has made full payment of any amounts due or claimed to be due up to and through the period covered by Pillar Homes LLC's, last payment to Subcontractor /Supplier dated _____ for work and materials supplied for the month of _____, 20____ to any person or entity who has supplied materials or labor to it. Pursuant to contract or otherwise, for the purpose of constructing, raising, removing, repairing, or otherwise improving the project described above. The Subcontractor does further warrant that all past due sums for insurance, taxes and Unions Funds (where applicable) have been fully paid and that prevailing wages, if applicable, as set by the State of _____ Department of Labor, have been paid.

The Subcontractor/Supplier, in addition to the foregoing, doe hereby expressly release, waive and relinquish any and all rights or claims the Subcontractor/Supplier may now have against the surety payment bond provided on said Project if any such bond was provided by Pillar Homes LLC, as principal, and its surety, arising out of work pursued and materials supplied up to and through the period indicated above.

The undersigned agrees that the Owner of the Project, any lender, any title insurer, and any surety may rely upon this waiver. The undersigned also acknowledges that Pillar Homes LLC relies on this affidavit in making payment to the undersigned.

WITNESS the signature and seal of the undersigned as of this _____ day of _____ 20__.

COMPANY NAME (Print or type)

SIGNATURE

BY: _____
(Print or type name)

ITS: _____
(Corporate Officer or Owner or Authorized Individual)
(Print or Type Title)

STATE OF: _____

COUNTY OF: _____

Sworn to before me this _____ Day of _____, 20 ____

Notary Public
My Commission Expires: _____